IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TYLER DIVISION

REDI-MIX SOLUTIONS, LTD., and	§	
2S TRANSPORT, LLC f/k/a H&S	§	
TRANSPORT, LTD.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. 6:16-cv-298-RWS-KNM
	§	
EXPRESS CHIPPING, INC., and	§	
STANLEY KEITH KNOX,	§	
	§	
Defendants.	8	

ORDER ADOPTING REPORT AND RECOMMENDATION OF UNITED STATES MAGISTRATE JUDGE

The Report and Recommendation of the Magistrate Judge, which contains her findings, conclusions, and recommendation on Plaintiffs' Application for Preliminary Injunction has been presented for consideration. The Report and Recommendation (ECF 46), filed on December 2, 2016 recommends that the Preliminary Injunction be granted in part and denied in part. Neither party filed written objections.

This Court agrees with the Magistrate Judge that 2S Transport, LLC f/k/a H&S Transport, Ltd. ("H&S") did not sufficiently establish a likelihood of success on the merits, and H&S's application for a preliminary injunction should be denied. This Court also agrees with the Magistrate Judge's conclusion that the Redi-Mix agreement meets the four elements for a preliminary injunction, and preliminary injunctive relief should be granted to enforce the Redi-Mix noncompete agreement. Finding no plain error in the Magistrate Judge's Report and Recommendation, this Court hereby **ADOPTS** the findings of the Magistrate Judge as those of the Court. It is

ORDERED that the Preliminary Injunction be **GRANTED** to enforce the Redi-Mix

noncompete agreement for the stated period of two (2) years, ending on August 11, 2017. It is

further

ORDERED that the noncompete agreement will be reformed to prevent Defendant

Knox from contacting any customers that were customers of Redi-Mix's during the time of

his employment or were potential customers that were contacted by him or Redi-Mix within

ninety (90) days prior to or after his termination from employment with Redi-Mix about the

concrete business. Any aspect of the noncompete agreement that has not been explicitly

reformed above will be applied as written. It is further

ORDERED that the \$1,000 bond paid in the state court proceeding will apply to this

preliminary injunction. It is finally

ORDERED that the Preliminary Injunction be DENIED to enforce the H&S noncompete

agreement.

So ORDERED and SIGNED this 3rd day of January, 2017.

ROBERT W. SCHROEDER III

UNITED STATES DISTRICT JUDGE